

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

100% SPEEDLAB, LLC and  
SAULE, LLC,

Plaintiffs,

v.

THE INDIVIDUALS, CORPORATIONS,  
LIMITED LIABILITY COMPANIES,  
PARTNERSHIPS, AND  
UNINCORPORATED ASSOCIATIONS  
IDENTIFIED ON SCHEDULE A HERETO,

Defendants.

Case No.: 1:22-cv-07204

**PROPOSED DEFAULT JUDGMENT**

THIS CASE having been commenced by Plaintiffs 100% SPEEDLAB, LLC and SAULE, LLC against the Defendants identified on the Second Amended Schedule A (collectively, the “Defaulting Defendants”) and using at least the domain names identified in the Second Amended Schedule A (the “Defaulting Defendant Domain Names”) and the online marketplace accounts identified in the Second Amended Schedule A (the “Defaulting Online Marketplace Accounts”), and Plaintiffs having moved for entry of Default and Default Judgment against the Defaulting Defendants;

This Court having entered, upon a showing by Plaintiffs, a temporary restraining order and preliminary injunction against Defaulting Defendants that included a domain name transfer order and asset restraining order;

Plaintiffs having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or email, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the

pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT FURTHER FINDS that it has personal jurisdiction over the Defaulting Defendants because the Defaulting Defendants directly target their business activities toward consumers in the United States, including New York, offering to sell and ship products into this Judicial District. Specifically, Defaulting Defendants are reaching out to do business with New York residents by operating one or more commercial, interactive Internet Stores through which New York residents can purchase products bearing counterfeit versions of products utilizing trademarks covered by U.S. Trademark Registration Nos. 5822731, 5486069, 5992035, 4832739, 4621851, 5302598, 5188151, 4112054, 6248345, 5408052, 5587526, and 5875252 (the “100% Trademarks”) and/or at least one of U.S. Patent Nos. D915,499, D948,599, D948,590, D914,795, D941,906, D727,400, D870,789, D860,302, D878,454, D899,503, and D889,530 (the “100% Patents”);

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful trademark infringement (15 U.S.C. § 1117) and/or willful design patent infringement (35 U.S.C. § 289).

IT IS HEREBY ORDERED that Plaintiffs Order to Show Cause Why Default Should Not Be Entered is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Default Judgment is entered against Defaulting Defendants.

Accordingly, this Court ORDERS that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:

- a. using Plaintiffs’ 100% Trademarks and 100% Patents, or any reproductions, counterfeit copies, or colorable imitations thereof in

any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine 100% product or not authorized by Plaintiff to be sold in connection with Plaintiffs' Plaintiffs' 100% Trademarks and 100% Patents;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine 100% product or any other product produced by Plaintiffs, that is not Plaintiffs' or not produced under the authorization, control, or supervision of Plaintiffs and approved by Plaintiffs for sale under Plaintiffs' Plaintiffs' 100% Trademarks and 100% Patents;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Plaintiffs, or are sponsored by, approved by, or otherwise connected with Plaintiffs;
- d. further infringing Plaintiffs' 100% Trademarks and 100% Patents and damaging Plaintiffs' goodwill;
- e. otherwise competing unfairly with Plaintiffs in any manner;
- f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiffs, nor authorized by Plaintiffs to be sold or offered for sale, and which bear any of Plaintiffs' Plaintiffs' 100% Trademarks and 100% Patents or any reproductions, counterfeit copies, or colorable imitations thereof;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant

- Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defendants could continue to sell counterfeit 100% products; and
- h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiffs' Plaintiffs' 100% Trademarks and 100% Patents or any reproductions, counterfeit copies, or colorable imitations thereof that is not a genuine 100% product or not authorized by Plaintiff to be sold in connection with Plaintiffs' Plaintiffs' 100% Trademarks and 100% Patents.

2. The domain name registries for the Defaulting Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall, at Plaintiff's choosing:

- a. unlock and change the registrar of record for the Defaulting Defendant Domain Names to a registrar of Plaintiff's selection until further ordered by this Court, and the domain name registrars shall take any steps necessary to transfer the Defaulting Defendant Domain Names to a registrar of Plaintiff's selection until further ordered by this Court; or
- b. disable the Defaulting Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.

3. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as Alibaba, Aliexpress, Amazon, DHgate, eBay, Etsy, and/or Walmart, social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search

engines such as Google, Bing and Yahoo, web hosts for the Defaulting Defendant Domain Names, and domain name registrars, shall within three (3) business days of receipt of this Order:

- a. disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using the 100% Trademarks and 100% Patents, including any accounts associated with the Defaulting Defendants listed on the Second Amended Schedule A;
- b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the 100% Trademarks and 100% Patents; and
- c. take all steps necessary to prevent links to the Defaulting Defendant Domain Names identified on the Second Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defaulting Defendant Domain Names from any search index.

4. Those in privity with Defaulting Defendants and with actual notice of this Order, including third party platforms Alibaba, Aliexpress, Amazon, DHgate, eBay, Etsy, Walmart, PayPal, Payoneer, Wish, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, Bank of China, Hyperwallet, JD.com, Joom, Lakala, OFX, Paxful, PayEco, SellersFunding, Shopify, Stripe, Wise/TransferWise, and/or World First shall within two (2) business days search and provide resulting discovery for Defaulting Defendant Accounts based on identifying information provided by Plaintiff's counsel, including but not limited to, account IDs, legal names, and associated email addresses.

5. PayPal, Inc. ("PayPal") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting

Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

6. ContextLogic, Inc. ("Wish") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

7. Joom SIA ("Joom") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

8. Amazon.com Inc. ("Amazon") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

9. eBay Inc. ("eBay") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

10. Etsy.com ("Etsy") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

11. DHgate and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

12. Payoneer and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

13. Ping Pong Global Solutions, Inc. ("Ping Pong") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

14. LianLian Global t/as LL Pay U.S., LLC ("LianLian") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

15. AllPay Limited ("AllPay") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

16. Coinbase Global, Inc. ("Coinbase") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts

connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

17. Walmart.com ("Walmart") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

18. Union Mobile Financial Technology Co. Ltd. ("Union Mobile") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

19. Aliexpress and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

20. Alibaba and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

21. Bank of China and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants'



websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

22. Hyperwallet and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

23. JD.com ("JD") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

24. Lakala and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

25. OFX and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

26. PayEco and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

27. SellersFunding and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

28. Shopify and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

29. Stripe and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

30. Wise/TransferWise and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

31. World First and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

32. Pursuant to 17 U.S.C. § 504 and/or 35 U.S.C. § 284 Plaintiffs are awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred and fifty thousand

dollars (\$150,000.00) for each Defaulting Defendant where trademark infringement is alleged or the profits realized by each Defaulting Defendant where design patent infringement is alleged.

33. All monies currently restrained in each Defaulting Defendant's financial accounts, up to the above-awarded amount of damages, including monies held by Alibaba, Aliexpress, Amazon, DHgate, eBay, Etsy, Walmart, PayPal, Payoneer, Wish, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, Bank of China, Hyperwallet, JD.com, Joom, Lakala, OFX, Paxful, PayEco, SellersFunding, Shopify, Stripe, Wise/TransferWise, and/or World First are hereby released to Plaintiffs as partial payment of the above-awarded damages against such Defaulting Defendant, and Alibaba, Aliexpress, Amazon, DHgate, eBay, Etsy, Walmart, PayPal, Payoneer, Wish, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, Bank of China, Hyperwallet, JD.com, Joom, Lakala, OFX, Paxful, PayEco, SellersFunding, Shopify, Stripe, Wise/TransferWise, and/or World First are ordered to release to Plaintiffs the amounts from Defaulting Defendants' accounts within ten (10) business days of receipt of this Order.

34. Until Plaintiffs have recovered full payment of monies owed by any Defaulting Defendant, Plaintiffs shall have the ongoing authority to serve this Order on Alibaba, Aliexpress, Amazon, DHgate, eBay, Etsy, Walmart, PayPal, Payoneer, Wish, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, Bank of China, Hyperwallet, JD.com, Joom, Lakala, OFX, Paxful, PayEco, SellersFunding, Shopify, Stripe, Wise/TransferWise, and/or World First in the event that any new accounts controlled or operated by such Defaulting Defendant are identified. Upon receipt of this Order, with respect to any such Defaulting Defendant, Alibaba, Aliexpress, Amazon, DHgate, eBay, Etsy, Walmart, PayPal, Payoneer, Wish, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, Bank of China, Hyperwallet, JD.com, Joom, Lakala, OFX, Paxful, PayEco, SellersFunding, Shopify, Stripe, Wise/TransferWise, and/or World First shall within two (2) business days:

- a. Locate all accounts and funds connected to that Defaulting Defendant, that Defaulting Defendant's Online Marketplace

Accounts, or that Defaulting Defendant's websites, including, but not limited to, any accounts;

- b. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of that Defaulting Defendant's assets; and
- c. Release all monies restrained in that Defaulting Defendant's accounts to Plaintiff as partial payment of the above-identified damages awarded against that Defaulting Defendant within ten (10) business days of receipt of this Order.

35. Until Plaintiffs have recovered full payment of monies owed by any Defaulting Defendant, Plaintiffs shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by such Defaulting Defendant are identified. Upon receipt of this Order, with respect to any such Defaulting Defendant, the Financial Service Providers shall within two (2) business days:

- a. Locate all accounts and funds connected to that Defaulting Defendant, that Defaulting Defendant's Online Marketplace Accounts, or that Defaulting Defendant's websites, including, but not limited to, any accounts;
- b. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of that Defaulting Defendant's assets; and
- c. Release all monies restrained in that Defaulting Defendant's accounts to Plaintiff as partial payment of the above-identified damages awarded against that Defaulting Defendant within ten (10) business days of receipt of this Order.

36. In the event that Plaintiffs identify any additional online marketplace accounts, domain names, or financial accounts owned by Defaulting Defendants, Plaintiffs may send notice of any supplemental proceeding to Defaulting Defendants by email at the email addresses identified by Plaintiffs and any email addresses provided for Defaulting Defendants by third parties.

37. The five thousand-dollar (\$5,000) bond posted by Plaintiffs, including any interest minus the registry fee, will be released to Plaintiffs or their counsel upon notice to the Court that all non-defaulting defendants have been dismissed from the case. The Clerk of the Court is directed to return the bond previously deposited with the Clerk of the Court to Plaintiff or its counsel once such notice is provided.

Dated: January 18, 2023  
New York, New York



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Honorable Edgardo Ramos, USDJ

**SECOND AMENDED SCHEDULE A**

<b>No.</b>	<b>Defendants</b>	<b>Defendants Online Marketplace(s)</b>	<b>Default Requested</b>
8.	Yiwu Euromonk Eyewear Co.,Ltd	<a href="https://euromonk.en.alibaba.com/?spm=a2700.shop_cp.88.21">https://euromonk.en.alibaba.com/?spm=a2700.shop_cp.88.21</a>	\$250.00
9.	%100RBworld Store	<a href="https://huoxin.aliexpress.com/store/1101111069">https://huoxin.aliexpress.com/store/1101111069</a>	\$150,000.00
10.	106% Store	<a href="https://www.aliexpress.com/store/1101959445?spm=a2g0o.detail.100005.1.5d106e14g0TE8O">https://www.aliexpress.com/store/1101959445?spm=a2g0o.detail.100005.1.5d106e14g0TE8O</a>	\$150,000.00
11.	2021 bike Store	<a href="https://pt.aliexpress.com/store/1101361525?spm=a2g0o.store_pc_home.pcShopHead_550944431.0">https://pt.aliexpress.com/store/1101361525?spm=a2g0o.store_pc_home.pcShopHead_550944431.0</a>	\$150,000.00
12.	2021 cycling Store	<a href="https://www.aliexpress.com/store/1101397514">https://www.aliexpress.com/store/1101397514</a>	\$150,000.00
13.	618 shop Store	<a href="https://www.aliexpress.com/store/1101770026?spm=a2g0o.detail.100005.1.3cbf7e7ah1rILx">https://www.aliexpress.com/store/1101770026?spm=a2g0o.detail.100005.1.3cbf7e7ah1rILx</a>	\$150,000.00

No.	Defendants	Defendants Online Marketplace(s)	Default Requested
14.	661 Store	<a href="https://pt.aliexpress.com/store/1101221679?spm=a2g0o.store_pc_home.pcShopHead_241192784.0">https://pt.aliexpress.com/store/1101221679?spm=a2g0o.store_pc_home.pcShopHead_241192784.0</a>	\$150,000.00
16.	ALBA store	<a href="https://www.aliexpress.com/store/1101247755">https://www.aliexpress.com/store/1101247755</a>	\$1,106.23
17.	Bao Cycling Store	<a href="https://www.aliexpress.com/store/1101878163">https://www.aliexpress.com/store/1101878163</a>	\$1,125.27
18.	Biking Freelif Store	<a href="https://www.aliexpress.com/store/1101392526">https://www.aliexpress.com/store/1101392526</a>	\$150,000.00
21.	Global Outdoors Store	<a href="https://www.aliexpress.com/store/1102049250">https://www.aliexpress.com/store/1102049250</a>	\$150,000.00
23.	Haitham Store	<a href="https://famlei.aliexpress.com/store/1100639730">https://famlei.aliexpress.com/store/1100639730</a>	\$1,254.78
25.	IOQX Official Store	<a href="https://ioqxracing.aliexpress.com/store/1101367722?spm=a2g0o.detail.100005.1.18bd59edd9sME2">https://ioqxracing.aliexpress.com/store/1101367722?spm=a2g0o.detail.100005.1.18bd59edd9sME2</a>	\$150,000.00
27.	Jun-Ruo Bike Store	<a href="https://www.aliexpress.com/store/1101374216?spm=a2g0o.detail.100005.1.46b03ff9qeaFJa">https://www.aliexpress.com/store/1101374216?spm=a2g0o.detail.100005.1.46b03ff9qeaFJa</a>	\$802.64

No.	Defendants	Defendants Online Marketplace(s)	Default Requested
31.	MOTO-Home Store	<a href="https://www.aliexpress.com/store/1101675885">https://www.aliexpress.com/store/1101675885</a>	\$150,000.00
32.	Moto-MX Store	<a href="https://pt.aliexpress.com/store/1101595513?spm=a2g0o.store_pc_allProduct.pcShopHead_6000438320070.0">https://pt.aliexpress.com/store/1101595513?spm=a2g0o.store_pc_allProduct.pcShopHead_6000438320070.0</a>	\$150,000.00
33.	MX-Moto Store	<a href="https://pt.aliexpress.com/store/1101832420?spm=a2g0o.store_pc_home.pcShopHead_6001774802240.0">https://pt.aliexpress.com/store/1101832420?spm=a2g0o.store_pc_home.pcShopHead_6001774802240.0</a>	\$150,000.00
37.	RBworld Official Store	<a href="https://www.aliexpress.com/store/1101459413">https://www.aliexpress.com/store/1101459413</a>	\$1,045.70
38.	Shop1100215757 Store	<a href="https://www.aliexpress.com/store/1102019611">https://www.aliexpress.com/store/1102019611</a>	\$150,000.00
39.	Shop1331728 Store	<a href="https://pt.aliexpress.com/store/1100907878?spm=a2g0o.store_pc_home.pcShopHead_36252652.0">https://pt.aliexpress.com/store/1100907878?spm=a2g0o.store_pc_home.pcShopHead_36252652.0</a>	\$150,000.00
40.	Shop2926025 Store	<a href="https://www.aliexpress.com/store/1101247755">https://www.aliexpress.com/store/1101247755</a>	\$1,106.23
41.	Shop3096068	<a href="https://pt.aliexpress.com/store/all-wholesale-products/1101258719.html?spm=a2g0o.store_pc_feed">https://pt.aliexpress.com/store/all-wholesale-products/1101258719.html?spm=a2g0o.store_pc_feed</a>	\$150,000.00



No.	Defendants	Defendants Online Marketplace(s)	Default Requested
		back.pcShopHead_13049659.1	
43.	Shop5575071 Store	<a href="https://pt.aliexpress.com/store/1101367462?spm=a2g0o.store_pc_home.pcShopHead_707275044.0">https://pt.aliexpress.com/store/1101367462?spm=a2g0o.store_pc_home.pcShopHead_707275044.0</a>	\$150,000.00
45.	Tideplay Store	<a href="https://www.aliexpress.com/store/1101946869?spm=a2g0o.detail.100005.1.5d2339f6EOOMM6">https://www.aliexpress.com/store/1101946869?spm=a2g0o.detail.100005.1.5d2339f6EOOMM6</a>	\$150,000.00
52.	chris fitness store	<a href="https://www.amazon.com/sp?seller=A3BFAHX5ZBT24">https://www.amazon.com/sp?seller=A3BFAHX5ZBT24</a>	\$150,000.00
53.	gupingpingdedasihn	<a href="https://www.amazon.com/sp?seller=AUGPWC4TEGARQ">https://www.amazon.com/sp?seller=AUGPWC4TEGARQ</a>	\$150,000.00
54.	hehuo store	<a href="https://www.amazon.com/sp?seller=A1W7XINC8P0BXP">https://www.amazon.com/sp?seller=A1W7XINC8P0BXP</a>	\$150,000.00
55.	qijun01	<a href="https://www.amazon.com/sp?seller=A2J64TQH8BHR88">https://www.amazon.com/sp?seller=A2J64TQH8BHR88</a>	\$150,000.00
56.	tuanjiehu	<a href="https://www.amazon.com/sp?seller=A3HGK9VMOGI11L">https://www.amazon.com/sp?seller=A3HGK9VMOGI11L</a>	\$150,000.00

No.	Defendants	Defendants Online Marketplace(s)	Default Requested
57.	yinuo01	<a href="https://www.amazon.com/sp?seller=A2YX18OYZAA&amp;ref=dp_merchant_link">https://www.amazon.com/sp?seller=A2YX18OYZAA D2U</a>	\$150,000.00
58.	IBS RVMarines Automotive	<a href="https://www.amazon.ca/sp?marketplaceID=A2EUQ1WTGCTBG2&amp;seller=A2SNKCOWT2PS9P&amp;ref=dp_merchant_link">https://www.amazon.ca/sp?marketplaceID=A2EUQ1 WTGCTBG2&amp;seller=A2S NKCOWT2PS9P&amp;ref=dp_merchant_link</a>	\$150,000.00
60.	brand012 Store	<a href="https://www.dhgate.com/store/21709807?dsqm=pcen.pd.soldby.store.7BXxzTeubVLz3sVh3w2t&amp;resource_id=#pd-sellerinfo-storename">https://www.dhgate.com/store/21709807?dsqm=pcen.pd.soldby.store.7BXxzTeubVLz3sVh3w2t&amp;resource_id=#pd-sellerinfo-storename</a>	\$150,000.00
63.	funny6631 Store	<a href="https://www.dhgate.com/store/14432732?dsqm=pcen.pd.soldby.store.1IDW7lQH40R55JaodUHN&amp;resource_id=#pd-sellerinfo-storename">https://www.dhgate.com/store/14432732?dsqm=pcen.pd.soldby.store.1IDW7lQH40R55JaodUHN&amp;resource_id=#pd-sellerinfo-storename</a>	\$786.96

No.	Defendants	Defendants Online Marketplace(s)	Default Requested
73.	carry-80	<a href="https://www.ebay.com/usr/carry-80">https://www.ebay.com/usr/carry-80</a>	\$150,000.00
74.	expo2019	<a href="https://www.ebay.com/usr/expo2019">https://www.ebay.com/usr/expo2019</a>	\$150,000.00
76.	gp.official	<a href="https://www.ebay.com/usr/gp.official">https://www.ebay.com/usr/gp.official</a>	\$150,000.00

[illegible]

No.	Defendants	Defendants Online Marketplace(s)	Default Requested
99.	Upstatea	<a href="https://www.ebay.com/usr/upstatea?_trksid=p2047675.m3561.l2559">https://www.ebay.com/usr/upstatea?_trksid=p2047675.m3561.l2559</a>	\$150,000.00
101.	usajzl2020	<a href="https://www.ebay.com/usr/usajzl2020">https://www.ebay.com/usr/usajzl2020</a>	\$936.16
103.	xinsilouuk	<a href="https://www.ebay.com/usr/xinsilouuk">https://www.ebay.com/usr/xinsilouuk</a>	\$150,000.00
107.	BodegaDream	<a href="https://www.etsy.com/shop/BodegaDream">https://www.etsy.com/shop/BodegaDream</a>	\$150,000.00
110.	JaideeGem	<a href="https://www.etsy.com/shop/JaideeGem?ref=simple-shop-header-name&amp;listing_id=1064047974">https://www.etsy.com/shop/JaideeGem?ref=simple-shop-header-name&amp;listing_id=1064047974</a>	\$150,000.00
112.	NoMiddleMan2	<a href="https://www.etsy.com/shop/NoMiddleMan2">https://www.etsy.com/shop/NoMiddleMan2</a>	\$150,000.00
113.	SalvenShop	<a href="https://www.etsy.com/uk/shop/SalvenShop">https://www.etsy.com/uk/shop/SalvenShop</a>	\$150,000.00
117.	BOCA DEALS LLC	<a href="https://www.walmart.com/reviews/seller/101108810">https://www.walmart.com/reviews/seller/101108810</a>	\$150,000.00

No.	Defendants	Defendants Online Marketplace(s)	Default Requested
120.	La Vie en Rose	<a href="https://www.walmart.com/reviews/seller/101110678">https://www.walmart.com/reviews/seller/101110678</a>	\$150,000.00
122.	Plemdea	<a href="https://www.walmart.com/reviews/seller/101175419">https://www.walmart.com/reviews/seller/101175419</a>	\$1,337.10
123.	Qingtian Diaocheng Trading Co., Ltd.	<a href="https://www.walmart.com/reviews/seller/101044606">https://www.walmart.com/reviews/seller/101044606</a>	\$150,000.00
124.	shen zhen shi fang ji ke ji you xian gong si	<a href="https://www.walmart.com/seller/101096055">https://www.walmart.com/seller/101096055</a>	\$6,196.27
125.	Shenzhenshimeihuidawanglu okejiyouxiangongsi	<a href="https://www.walmart.com/reviews/seller/101044684">https://www.walmart.com/reviews/seller/101044684</a>	\$150,000.00
126.	sigeshangmao	<a href="https://www.walmart.com/seller/101108369">https://www.walmart.com/seller/101108369</a>	\$44,761.00
127.	sumai	<a href="https://www.walmart.com/reviews/seller/101134294">https://www.walmart.com/reviews/seller/101134294</a>	\$150,000.00
128.	tianjinshidongfangsugouwan gluokejiyouxiangongsi	<a href="https://www.walmart.com/seller/101134102">https://www.walmart.com/seller/101134102</a>	\$11,782.62
129.	YI DEF	<a href="https://www.walmart.com/seller/101176678">https://www.walmart.com/seller/101176678</a>	\$2,672.88
130.	ZK DZ	<a href="https://www.walmart.com/reviews/seller/101112389">https://www.walmart.com/reviews/seller/101112389</a>	\$150,000.00